

REMARKS

Claims 1-29 are pending. Claims 1 and 15 are in independent form. Favorable reconsideration and further examination are respectfully requested.

Initially, Applicants thank the Examiner for the courtesy of telephoning Applicants' representative and further identifying the references relied on in rejecting the claims. In particular, the Examiner identified that the "MICROSOFT (BizTalk Server)" reference as "AO" on the PTO Form 1449 filed November 5, 2003 and the "MOHR ET AL. (BizTalk Mapper)" reference as "AI" on the PTO Form 1449 filed July 21, 2005.

If this is in error, Applicant respectfully requests that the present response be considered *bona fide*, that the Office action be reissued clearly identifying the references relied on in rejecting the claims, and that an extended period for response be granted.

In the action mailed August 11, 2005, claims 1-21 were rejected under 35 U.S.C. § 112, second paragraph, as indefinite for reciting expressions relating to customization and customization settings. In response, many of these expressions have been deleted and, when they remain (as in claim 16), they have been defined as specifying at least one of a language, a format, and a unit of the data variable information.

Claims 1 and 15 were rejected under 35 U.S.C. § 112, second paragraph, as indefinite as "attempts to define subject matter in terms of results to be achieved." Even if this assertion were true, functional limitations that define claimed subject matter by the result achieved do not, by themselves, render claims indefinite. *See, e.g., In re Swinehart*, 439 F.2d 210, 169 USPQ 226 (CCPA 1971) (copy enclosed); MPEP § 2173.05(g). Rather, claims with functional limitations

must be evaluated by what they convey to a person of ordinary skill. There has been no assertion that claims 1 and 15 do not clearly and distinctly convey the claimed subject matter. Applicant therefore traverses this rejection and requests that it be withdrawn.

Claim 15 was rejected under 35 U.S.C. § 112, second paragraph as indefinite.

Subsequent to the rejection, claim 15 has been amended to recite that data variable information is changed ~~separately~~ independently from any change to the data structure. As for the rejection, even if the claimed subject matter were a functional nor a negative limitation, such limitations do not, by themselves, justify a rejection under 35 U.S.C. § 112, second paragraph. *See id.*; *MPEP* § 2173.05(i). Moreover, illustrative differences in the representation of data variable information that are independent of changes to the data structure are described in the specification. For example, FIGS. 2 and 3 illustrate that the representation of size and pricing information can be different independently of any change in the data structure (i.e., the data table).

For at least the foregoing reasons, all claims are understood to be definite and to meet the requirements of 35 U.S.C. § 112, second paragraph. Withdrawal of the rejections under 35 U.S.C. § 112, second paragraph, is therefore respectfully requested.

Claim 1 was rejected under 35 U.S.C. § 103(a) as obvious over the document entitled "Microsoft BizTalk Server," designated "AO" on the PTO Form 1449 filed November 5, 2003 (hereinafter "Microsoft") in combination with the document entitled "Translating Between Message...", designated "AI" on the PTO Form 1449 filed July 21, 2005 (hereinafter "Mohr").

As amended, claim 1 relates to a computer-implemented method for managing different representations of information. The method includes receiving information describing a first

representation of data variable information in a data variable in a first data processing system, receiving information describing a second representation of the data variable information in a second data processing system, and mapping first representation of the data variable information to the second representation of the data variable information in the absence of input.

Microsoft and Mohr are not understood to disclose or to suggest features of claim 1. In this regard, Microsoft describes that BizTalk can modify the structures of documents. *See Microsoft*, page 2, section headed "Functionality." Such structures order business data within a document. *See Microsoft*, page 3, section headed "Channels."

Modification of the structure of such documents thus simply rearranges the order of data in the document and not the representation of information in data variables in the documents. For example, suppose that date information is represented in "MMDDYYYY" notation at a particular position in a document or other data structure. Rearranging the ordering of data in the document or other data structure will simply move the date information from one position to another. The representation of the date information will not inherently be changed by such a rearrangement.

In contrast, claim 1 is directed to mapping a first representation of information in a data variable to a second representation. In the example given above, this could include the establishment machine-readable instructions for changing the "MMDDYYYY" notation to a "DDMMYYYY" notation or the making of such a change in notation. Such mapping of representations is thus neither described nor suggested by Microsoft's rearrangement of the order of data in a document.

Mohr fails to remedy this deficiency in Microsoft. Mohr describes that the BizTalk Mapper allows a programmer to specify "how records and fields [of two different documents] map to one another." *See Mohr*, page 1, para. 1. Such records and fields similarly constitute the order of data in the documents, and not the representation of information in data variables in the records and fields.

The rejection of claim 1 contends that Mohr's reference to mapping message specifications somehow involves "data variables." Applicant respectfully disagrees, and instead submits that such mapping also involves the relationships between fields. *See Mohr*, page 2, line 4. In particular, relationships between fields are mapped by a user's dragging a record or a field in one specification document to the appropriate record or field in the other specification document to establish a link therebetween. *See Mohr*, page 2, line 4-6. Since the relationships between records or fields do not specify how information is represented in the constituent data variables, Mohr's mapping of message specifications does not involve data variables.

Accordingly, Microsoft and Mohr neither disclose nor suggest receiving information describing a first representation of information in a data variable in a first data processing system, receiving information describing a second representation of the data variable information in a second data processing system, and mapping the first representation of information in the data variable to the second representation of the data variable information in the absence of input from a user. Therefore, claim 1 is believed to be patentable over Microsoft and Mohr, alone or in any combination.

Claim 15 was rejected under 35 U.S.C. § 103(a) as obvious over Microsoft and Mohr.

As amended, claim 15 relates to a computer program product, tangibly embodied in an information carrier, for managing different representations of information. The computer program product is operable to cause one or more data processing apparatus to receive a data variable in a data structure, receive a description of a second representation of the data variable information, and change the data variable information from the first representation to the second representation independently from any change to the data structure. Information in the data variable has a first representation associated with a first system. The second representation is associated with a second system.

Microsoft and Mohr are not understood to disclose or to suggest features of claim 15. For example, Microsoft and Mohr are not understood to disclose or to suggest a computer program product that is operable to cause a data processing apparatus to change data variable information from a first representation to a second representation independently from any change to the data structure.

In this regard, Microsoft and Mohr are understood to deal exclusively with reordering the structure of records and fields in a document. Such a reordering of records and fields changes the structure of the document and does not disclose or suggest a change in the representation of data variable information that is independent from any change to a data structure.

For at least the foregoing reasons, claim 15 is believed to be patentable over Microsoft and Mohr, alone or in any combination.

Each of the dependent claims is also believed to define patentable features of the invention. Each dependent claim partakes of the novelty of its corresponding independent claim and, as such, all dependent claims have not been discussed specifically herein.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

In view of the foregoing amendments and remarks, Applicants respectfully submit that the application is in condition for allowance, and such action is respectfully requested at the Examiner's earliest convenience.

#### CONCLUSION

Applicants' attorney can be reached at the address shown above. Telephone calls regarding this application should be directed to 858-678-4346.

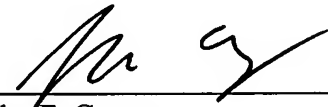
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A check for \$580 for excess claims fees and the IDS fee is enclosed. If additional fees are due, please charge them to deposit account 06-1050, referencing Attorney Docket No. 13907-058001.

Respectfully submitted,

Date: November 10, 2005

  
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